

[\*Aron v. The Cleveland Clinic Foundation\*](#), 92-ERA-4 (Sec'y June 4, 1992)

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U.S. DEPARTMENT OF LABOR

SECRETARY OF LABOR  
WASHINGTON, D.C.

DATE: June 4, 1992  
CASE NO. 92-ERA-4

IN THE MATTER OF

STEVEN J. ARON, JR.,  
COMPLAINANT,

v.

THE CLEVELAND CLINIC FOUNDATION,  
RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

FINAL ORDER APPROVING SETTLEMENT AGREEMENT  
AND DISMISSING CASE

This case, which is before me for review, arises under Section 210 of the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C. § 5851 (1988). On April 22, 1992, Complainant submitted a Motion to Approve Settlement and Dismiss Claim to Administrative Law Judge (ALJ) George P. Morin. The Complainant also submitted the parties' signed Settlement Agreement and a General Release. The ALJ found the agreement fair, adequate, and reasonable; and recommended that the agreement be approved and the case dismissed with prejudice.

The terms of the parties' agreement and the Complainant's release have been carefully reviewed. Certain language in the release could be construed as a waiver by Complainant of causes

of action which may arise in the future. *See, e.g.*, General Release at 1. Because a waiver of Complainant's rights based on future employer actions would be contrary to public policy, I interpret these provisions as limited to a waiver of the right in the future to bring claims or causes of action arising out of any set of facts occurring before the date of the agreement. *See Polizzi v. Gibbs and Hill*, Case No. 87-ERA-38, Sec. Order Rejecting in Part and Approving in Part Settlement Submitted by the Parties and Dismissing Case, July 18, 1989, slip op. at 9, and cases cited therein.

The Seventh Paragraph of the settlement agreement is a confidentiality provision restricting the parties and their counsel from disclosing the terms of the agreement. Because the provision appears to broadly prohibit such disclosure under all circumstances, I interpret it as not restricting disclosure of the terms of the agreement where required by law. *Anderson v. Waste Management of New Mexico*, Case No. 88-TSC-2, Sec. Final Order Approving Settlement, Dec. 18, 1990, slip op. at 2.

As so construed, I find the terms of the agreement to be fair, adequate, and reasonable, and therefore approve the Settlement Agreement and General Release. Accordingly, this case is DISMISSED WITH PREJUDICE. *See*, Settlement Agreement ¶ 6.

SO ORDERED.

LYNN MARTIN  
Secretary of Labor

Washington, D.C.